

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

THOMAS J AYERS,

Plaintiff,

v.

JOSEPH MARKIEWICZ, MARY BETH
MARKIEWICZ, DOUGLAS WEIR,
LEADERSHIP TEAM DEVELOPMENT,
INC., AND AMWAY CORPORATION.

Defendants.

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Case No. 5:23-cv-00442-D

JURY TRIAL DEMANDED

PLAINTIFF'S AMENDED COMPLAINT

COMES NOW, Plaintiff, Thomas J Ayers, Pro Se,¹ to file this Original Complaint against Defendants, Joseph Markiewicz, Mary Beth Markiewicz, Douglas Weir, Leadership Team Development, Inc. and Amway Corporation (together "Defendants"), and would respectfully show the following:

I.
PARTIES

1. Plaintiff Thomas J Ayers ("Ayers" or "Plaintiff"), an individual, residing at 7447 Marrissey Loop, Galena, Ohio 43021.

2. Defendants Joseph Markiewicz ("Joe") and Marybeth Markiewicz ("Marybeth") are individuals married to each other and residing at 3809 Duxford Dr, Raleigh, North Carolina_ 7614 who may be served with process at their residence or wherever they may be found.²

¹ Ayers hired an attorney to prepare this amended complaint while he seeks counsel of record to appear in this case and will proceed pro se until that point.

² Joe and Marybeth have thus far avoided attempts to be served with process. Plaintiff may need to file a motion for substitute service.

3. Defendant Douglas Weir (“Doug” or “Weir”) is an individual residing at 124 Lightship, Mooresville, North Carolina 28117 who has been served with process but has yet to make an appearance.

4. Defendant Leadership Team Development, Inc. (“LTD”) is a corporation with its corporate office located at 3209 Gresham Lake Rd 3153, Raleigh, NC 27615, where it may be served with process.

5. Defendant Amway Corporation (“Amway”) is a corporation with its corporate headquarters located at 7575 Fulton St., Ada, MI 49355, where it may be served with process.

II. **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity between the parties and the amount in controversy exceeds \$75,000.

7. This Court has personal jurisdiction over Joe and Marybeth Markiewicz, and Doug Weir because they are residents of North Carolina.

8. This Court has personal jurisdiction over LTD because its headquarters is located in North Carolina.

9. This Court has personal jurisdiction over Amway because Plaintiff’s causes of action arise out of Amway’s conduct described below directed toward North Carolina through the other Defendants, acting as its agents on its behalf, and due to Amway’s continuous and systematic business activities within North Carolina.

10. Venue is proper in this district because Defendants reside in this district and a substantial part of the events or omissions giving rise to this claim occurred in this district.

III.
CONDITIONS PRECEDENT

11. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

12. With regard to Amway and LTD, these Defendants have an arbitration agreement with Ayers. Ayers timely filed an arbitration with the AAA under the terms of the parties' agreement and served the arbitration demand by email on Joe Markiewicz, who is an officer of LTD and sits on the board of directors as the chairman for Amway at the IBOAI.

13. Amway and LTD failed to pay the arbitration fee, and the arbitration was dismissed.

14. An attorney for Joe Markiewicz claimed to AAA that the entities were not properly served notwithstanding the arbitration agreement and AAA rules do not specific a specific method for service and Amway and LTD had actual notice of the arbitration demand through their corporate officer and board member.

IV.
FACTUAL ALLEGATIONS

15. Defendant Amway is a multi-level marketing company that contracts with individuals to both purchase and sell its products.

16. Plaintiff, Thomas J Ayers was an Independent Business Owner ("IBO") with Amway and LTD, which is a sales organization made up of Amway IBOs from August 1999, until on or around June 17th, 2022 in good standing, when he was forced to resign as a result of LTD and the Amway IBOAI chairman not following QAS or LTD Contract rules, instead bullying and intimidation tactics were used to silence and discredit Ayers over raise documented concerns he brought to the attention of the Defendants concerning the cover up of Amway activities related to interference in the 2020 election.

17. Ayers raised concerns about the possibility of interference in the 2020 election as Defendants were active in covering up Amway political funding. The Defendants then used defamatory statements about him to ruin his credibility and leadership image with the business team he had built.

18. After the political turmoil surrounding the 2020 election, January 6th, and other politically charged events over the past few years, it became readily apparent that Ayers and the Defendants were not of the same political opinions.

19. Ayers pointed out to Joe Markiewicz and Doug Weir that LTD and Amway portray overtly patriotic views but instead were ignoring valid documented concerns, while supporting certain UN global initiative activities, which are not a benefit to their American business owners nor the American people.

20. Ayers also informed Joe and Doug Defendants about Amway's support of former Vice President Mike Pence and his actions related to confirming the 2020 election result while involvement in the events of January 6th and the resignation of Amway Owner and Secretary of Education Betsy DeVos on Jan 7th. As Amway upline and board members it is their duty to investigate documented concerns via Amway QAS and LTD contract rules and policy.

21. These political topics motivated Defendants to take hostile actions toward Ayers. From February 2021 to June 2022, LTD and Amway corporate officers, Joe Markiewicz and Doug Weir, working on behalf of LTD and Amway and in their own interest, began approaching Ayers's "downline" (his sales team members) and started encouraging them to stop working with Ayers and his team by telling the downline that he is a conspiracy theorist and mentally ill. Joe and Doug also asked Ayers's team to work with them instead. Members of Ayers's downline reported this conduct to Ayers on multiple occasions. Joe and

Doug warned some of Ayers's downline that they "legally" shouldn't talk with Ayers and to remove and block him from all social media.

22. Defendants campaigned to systematically dismantle and defame Ayers and the business he and his wife built. The results were devastating, both to Ayers financial return from LTD/Amway and his professional relationships, many of whom were trusted friends and associates who now will not speak to Ayers. During this period, Ayers recorded multiple meetings to protect himself and confirm conversations. Ayers saved multiple text messages between the parties where Joe and/or Doug bullied, threatened and coerced him to remain silent "or else," while asking Ayers if he "wanted to die on this mountain."

23. At one point, Joe and Doug cut off Ayers from communication from the LTD/Amway messaging system prior to any written notice and sent a cease and desist letter to his LTD/Amway business of 22 years. Ayers then, pursuant to the LTD/Amway IBO Contract, requested an LTD/Amway Diamond peer review on Thursday June 16th, 2022. Ayers requested a challenge to his cease and desist by following the dispute resolution process stated in the LTD/Amway IBO Contract as a resolution. Joe used his position as an officer and directed both LTD and Amway IBOAI to deprive Ayers of his contractual right to a peer review pursuant to the Contract to resolve matter under the rules.

24. A few weeks later, on Friday, July 29, 2022, Ayers attended the LTD/Amway HOAL 22 Baseball game, a public event within the LTD/Amway organization. Many of his former downline members were present. Many approached Ayers to express their confusion over not being able to reach him over the LTD/Amway messaging app over what had occurred and why Defendants were trying to destroy Ayers's character and leadership standing with his own business team. Ayers expressed that he believed it was over political differences and requested multiple documented times to sit down and address concerns but was ignored and denied.

25. At that time, Ayers had purchased a ticket to enter the public baseball game on Thursday, July 28th, 2022. Mary Beth Markiewicz, Joe's wife, physically grabbed Ayers arm so hard that her fingernails tore the skin on his right arm. While briefly detaining him and holding him, she told him he had to leave the game. He expressed he was under no obligation to do so and displayed the ticket he had purchased and that he would be interested in seeing the hundreds of people to which they had defamed Ayers. Mary Beth let go and disappeared, but unbeknownst to Ayers, she then called the police and told them Ayers was looking to harm her husband and was armed.

26. Within minutes, multiple law enforcement officers appeared on scene and began asking Ayers if he was armed, which he was not. The officers then told him, based on a request from Mary Beth, that he had trespassed and that he had to leave. Ayers calmly obeyed the request which was the warning and left the stadium with the officers.

27. While standing outside the stadium, the officers begin assaulting Ayers. Approximately 10 police officers punched and kicked Ayers, which resulted in broken ribs and serious bruising over his body. Ayers was then arrested and taken to jail for disorderly conduct even though he had done nothing unlawful. This all occurred under the watch and direction of LTD and Amway Corporate officers and managers, including Joe's LTD/Amway team manager, Marty Wahw.

28. The case was later thrown out by the presiding judge given there were no legal grounds for the charges against Ayers.

29. On July 30, 2022, Joe Markiewicz sent an audio message out on recording through the LTD/Amway message system, which included Ayers former downline and thousands of others. He again shared a false and manipulative view of the situation while pretending not to know why Ayers was there. In the message, Joe stated that Ayers is "mentally ill." He went on to say that he was probably armed, with intent to harm Joe and

that he was of the Devil, stating “the Devil hates what we are doing.” That evening at the LTD/Amway Leadership event, Joe refers to Ayers as an inmate and made more disparaging remarks similar to the foregoing.

30. Joe had previously admitted to Ayers on a recorded phone call on May 9, 2022 that he knew what Ayers was mentally sound and not dangerous and that he was engaging in this conduct to silence Ayers and destroy his credibility to cover up the concerns Ayers had about Amway leadership involvement in interfering with the 2020 election and with the events of January 6th.

31. Over the next few days, Ayers received multiple messages from his team and other LTD crossline members stating that they are not allowed to speak with him or his wife and were told to delete them from all social media and contacts. They expressed that LTD/Amway officers informed them that if they did speak to Ayers, they would suffer legal and business consequences. Multiple witnesses reported and confirmed that Joe and Doug had mentioned to the downline that Ayers may become a potential mass shooter, and that Ayers had a bullet with his name on it. Multiple witnesses received phone calls from Doug and Joe after the event for damage control wherein the two made similar disparaging remarks regarding Ayers’s mental health and potential to be violent.

32. On October 14, 2022, Ayers’s former teammates and crossline informed him that signs were posted at the Amway Summit Conference located in St Louis Missouri with Ayers’s photo. LTD/Amway officials posted signs at the security checkpoints of the event for a consecutive three-day period. These signs had Ayers’s picture with a demand that anyone who saw him must report immediately to security.

33. At all times, Doug Weir and Joe and Mary Beth Markiewicz took the above actions as agents acting on behalf of Amway and LTD and also in their own self-interest.

V.
CAUSES OF ACTION

COUNT I: DEFAMATION

34. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

35. Defendants made defamatory false statements of fact against Plaintiff by telling his downline that he is mentally ill, dangerous, and/or similar statements.

36. Defendants made further defamatory false statements of fact by falsely accusing Plaintiff of having a firearm at the baseball game and having him removed by police in front of other Amway IBOs and beaten.

37. Defendants made further defamatory false statements of fact that Ayers was a dangerous criminal by implication by posting signs at the Amway Summit Conference with Plaintiff's picture with a message for attendees to notify security if they see him.

38. Defendants knew or should have known that these statements were false and that they were capable of defaming Plaintiff.

39. Plaintiff has suffered reputational and mental anguish damages as a result of Defendants' defamatory statements in addition to actual damages through his lost downline business in the amount of \$50,000 annually. Plaintiff experienced an extreme amount of stress, humiliation, isolation, helplessness, anxiety, and despair as a result of Defendants' action described above.

COUNT II: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATION AND PROSPECTIVE ECONOMIC ADVANTAGE

40. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

41. Valid contracts existed between the Plaintiff and his downline sales team whereby Plaintiff received income as a result of his downline's sale activity.

42. Defendants knew of these contracts.

43. Defendants intentionally induced Plaintiff's downline not to perform the contracts.

44. Defendants had no legal justification for inducing Plaintiff's downline not to perform the contracts.

45. Defendants' actions deprived Plaintiff of the income from his downline in the amount of \$50,000 per year for the foreseeable future.

COUNT III: CIVIL CONSPIRACY TO COMMIT BATTERY

46. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

47. Defendants instructed the police officers at the baseball game event to physically assault Plaintiff, thus causing harmful and offensive contact to his person to which he did not consent.

48. Defendants had a meeting of the minds among themselves and through their corporate officers and with the police officers to cause the harmful and offensive contact.

49. Defendants took an overt action in furtherance of the conspiracy by inducing or coercing the police officers to physically assault Plaintiff.

50. Plaintiff suffered physical and emotional injuries as a result of being battered in public by police.

COUNT IV: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

51. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

52. Defendants engaged in extreme and outrageous conduct toward Plaintiff through their acts described above with the intent to cause him severe emotional distress.

53. Defendants' extreme and outrageous conduct toward Plaintiff resulted in severe emotional distress in Plaintiff.

COUNT V: ABUSE OF PROCESS

54. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

55. Defendants abused a criminal process to oppress Plaintiff and destroy his reputation when they engaged the police at the baseball event to arrest Plaintiff and have him charged with disorderly conduct.

56. Defendants abused the criminal process with the ulterior motive of destroying Plaintiff's reputation to his downline so that they could steal his downline for themselves and silence the political differences Plaintiff had expressed to Joe and Doug.

COUNT VI: MALICIOUS PROSECUTION

57. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

58. Defendants caused a criminal proceeding to be initiated against Plaintiff when they engaged the police at the baseball event to arrest Plaintiff and have him charged with disorderly conduct.

59. There was no probable cause for the criminal proceeding.

60. Defendants initiated the criminal proceeding with malice toward Plaintiff whereas they knew there was no probable cause and intended to use the proceeding to destroy Plaintiff's reputation to his downline so that they could steal his downline for themselves and silence the political differences Plaintiff had expressed to Joe and Doug.

61. The criminal proceeding terminated in Plaintiff's favor.

COUNT VII: CIVIL CONSPIRACY

62. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

63. Defendants were members of a combination of two or more persons, the object of which was to accomplish the unlawful purpose of defaming Plaintiff to destroy his reputation and economic interest in his business.

64. Defendants had a meeting of the minds on the object of the course of action as evidenced by their concert of action against Plaintiff.

65. Defendants committed the acts described herein to further the purpose of their conspiracy against Plaintiff.

66. Plaintiff suffered the injuries described herein as the proximate result of Defendants' unlawful acts in furtherance of the conspiracy.

COUNT VIII: Battery

67. Plaintiff incorporates the foregoing paragraphs as if set forth in full herein.

68. Mary Beth Markiewicz intentionally made harmful and offensive contact with Plaintiff when she grabbed his arm so hard at the baseball game that her nails tore his skin.

**VIII.
PUNITIVE DAMAGES**

69. Plaintiff incorporates all factual allegations contained in the foregoing paragraphs as though fully set forth herein.

70. Defendants engaged in the conduct described above with malice and specific intent to cause Plaintiff's reputational and mental anguish injuries and the injuries to Plaintiff's economic interests. Accordingly, Plaintiff seeks punitive/exemplary damages in an amount sufficient to deter Defendants from similar conduct in the future.

**IX.
PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for a jury trial and judgment in the amount of \$5,500,000 against Defendants, jointly and severally, for the following:

- a. Actual damages in the amount of \$50,000 per year over the expected course of Plaintiff's business, about 30 years, for total actual damages of \$1,500,000.
- b. Reputational and mental anguish damages of \$2,000,000.
- c. Exemplary/punitive damages in the amount of \$2,000,000.

- d. All other and further relief to which Plaintiff may be justly entitled at law or in equity.

Respectfully submitted,

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